

HABITAT FOR HORSES

P.O. Box 213
Hitchcock, TX 77563
1-866-434-5737



Foster Home Contract
Revision Date: April 12, 2007

FOSTER HOME:

Name: _____

Equine Location: _____

City _____ State _____ Zip Code _____

Home phone #: _____ Business phone #: _____

Email address _____

THIS AGREEMENT is made on this _____ day of _____, 200, by and between _____, hereinafter referred to as the "Foster Home" and Habitat for Horses, Inc, hereinafter referred to as "HfH".

This contract will remain in effect from the date of the signature of the foster home until such time as the last equine owned by HfH is removed from the foster home's facility. The foster home has applied for and been approved by HfH to foster equines at the above address.

- 1) Foster Home completely understands and agrees that any and all equines in foster care for HfH remain the sole property of HfH. Foster Home does not own and may not transfer, sell, give away, lease out, or otherwise have or cause any other person to claim to have any partial or full ownership of any equine owned by HfH.
- 2) Foster Home understands that HfH may, at its sole option and without explanation, remove any equine fostered by the Foster Home and owned by HfH from their property and care at any time, without notice and without cause.

Foster's initials

Agent's initials

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- 3) Foster Home understands and agrees that if they require or desire to cease fostering an equine for HfH, written notice must be given to the Foster Coordinator thirty (30) days prior to the date the equine must leave. If Foster Home cannot give notice thirty (30) days prior to the date the equine must leave, Foster Home agrees to transport the equine at their cost to a location designated by HfH. In the event the equine must leave without thirty (30) days notice, Foster Home also understands and agrees that they may be held responsible for the cost of upkeep for that equine for thirty (30) days.
- 4) Foster Home understands and agrees that in order to foster equine(s) for HfH, they MUST remain a paid member of HfH. If Foster Home's membership becomes inactive, they understand that HfH will remove any equine(s) owned by HfH from Foster Home's property/care.
- 5) Foster Home agrees to provide hay, grain, wormer, farrier work, and sanitary, safe living conditions to the equines in their foster care.
- 6) Foster Home agrees to provide timely veterinary care to the equine(s) in their foster care in accordance with the Foster Policy.
- 7) Foster Home agrees to comply in a timely manner with requests from HfH for information about any equines owned by HfH and in their foster care.
- 8) Foster Home agrees to allow potential adopters of any equine(s) owned by HfH, and in their foster care, access to said equine(s) for purposes of pre-adoption visits once the adopter's paperwork is completed and has been approved by HfH.
- 9) Foster Home understands and agrees that any equine owned by HfH and in their foster care may not be sold, given away, leased out, sent to slaughter, removed from their personal supervision, or moved from the above designated address without the prior, written approval of HfH. Foster Home also understands that if they violate any of the above, they shall be subject to legal action including possible criminal charges. Foster Home understands that the minimum value placed on any equine owned by HfH is \$1,000 and, should they be in violation of any term of this paragraph, they shall pay this amount to HfH.

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- 10) In the event of an emergency, Foster Home understands that they may move any equine(s) owned by HfH and in their foster care to a safe place. Foster Home also agrees to give HfH notice (in the form of a telephone call or email) of the new location of the equines within twelve (12) hours of moving them.
- 11) Foster Home agrees that should it become necessary to euthanize any equine owned by HfH and in their foster care for medical reasons, Foster Home must provide the Euthanasia Form (Foster Policy, section 4.5, Exhibit H) as to the cause and agreement of said action signed by a licensed veterinarian. Foster Home also agrees to notify HfH within twelve (12) hours after said equine was euthanized.
- 12) Foster Home agrees that an authorized representative of HfH may enter the property where any equine(s), owned by HfH and in their foster care, reside with or without notice to determine if all conditions of this Foster Home Contract are being complied with. Foster Home further offers that an authorized representative of HfH may enter at any time with or without cause upon the land where any equine(s), owned by HfH and in their foster care, reside and take immediate possession of said equine(s) without recourse from Foster Home.
- 13) Foster Home further agrees to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving any equine(s) owned by HfH while it is in their care. Therefore, Foster Home agrees and understand that neither HfH nor its employees or agents will be liable for any damages or injury caused to Foster Home or any third person by the equine(s) owned by HfH and in their foster care once they have received delivery of said equine(s), including but not limited to damages or injuries caused by the fact that the equine(s) does not behave or perform in the manner expected by the Foster Home.

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- 14) If Foster Home is unable to care for any equines in foster care and owned by HfH or if Foster Home is found in default of any of the conditions of this agreement or in the event of their death, Foster Home acknowledges and/or directs their estate to acknowledge that the equine(s) will be returned immediately to HfH, that said equine(s) is/are separate from and not included in their estate or personal property on any manner or form and Foster Home directs that, if they are unable to return said equine(s) to HfH, that whomsoever shall have directive powers over their affairs return or cause to return said equine(s) immediately to HfH.
- 15) Foster Home also understands that per the Adoption Policy, Foster Home has two weeks from the date any equine(s) in their foster care and owned by HfH is placed up for adoption to decide to adopt the equine(s). If the Foster Home decides not to adopt the equine within this two week time period, adoption will be open to Organization members and the public. Once adoptions are open to the public, the first person to submit a completed and approved application will be eligible to adopt the equine in their foster care and owned by HfH.
- 16) **Foster Home understands that it is their responsibility to read, understand and obey the current policies of HfH as well as any revisions or changed to those policies. These policies are posted on HfH website and printed copies are available upon request.**

Additional Requirements or Waivers:

Name: _____

Mailing Address: _____

City, State, Zip _____

Home phone: (____) _____ - _____ Alternate/Business phone: (____) _____ - _____

Email address: _____

Foster's initials

Agent's initials

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I further agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said equine(s) while it is in my care. Therefore, I agree and understand that neither HABITAT FOR HORSES, INC. nor its employees or agents will be liable for any damages or injury caused to me or any third person by the equine(s) once I receive delivery of it, including but not limited to damages or injuries caused by the fact that the equine(s) does not behave or perform in the manner I expected. Further, if any third person makes a claim against HABITAT FOR HORSES, INC. or any of its employees or agents as a result of any conduct of the equine(s) in my possession, I agree to indemnify and hold HABITAT FOR HORSES, INC., its employees and agents harmless from any such claim, including costs and attorney's fee resulting from such claim.

The foster home acknowledges the following statements by signing this Contract. I hereby accept and will abide by the above agreement and conditions.

Signature of Foster Home

Date

Signature of HfH Director

Date

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